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Attorneys for Defendants and Counterclaimant,

Norman McIntosh

NJ Pursuits, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MOORTHY, RIGGS & ASSOCIATES, a
California corporation,

Plaintiff,

v.

NORMAN MCINTOSH; NJ PURSUITS,

Defendants.

NJ PURSUITS,

Counterclaimant,

v.

MOORTHY, RIGGS & ASSOCIATES, a
California corporation,

Counterdefendant.

Case No. C-04-5115 CW

**STIPULATION AND ~~[PROPOSED]~~
PROTECTIVE ORDER REGARDING
CONFIDENTIAL INFORMATION**

STIPULATION

Subject to the approval of this Court, Defendants and Cross-Claimant, Norman McIntosh and NJ Pursuits, Plaintiff and Cross-Defendant Moorthy, Riggs & Associates, and non-party Informa Research Services, Inc., by and through their respective undersigned counsel, hereby stipulate to the following Protective Order and request that it be entered as an order of the Court:

1. In connection with discovery proceedings in this action, the parties may designate any document, thing, material, testimony or other information derived therefrom, as "Confidential" under the terms of this Stipulated Protective Order (hereinafter "Order"). Confidential information is information which has not been made public and which concerns or relates to the processes, operations, type or work, or apparatus, or to the production, sales, shipments, purchases, transfers, identification of customers, inventories, amount or source of any income, profits, losses, or expenditures of any persons, firm, partnership, corporation, or other organization, the disclosure of which information may have the effect of causing harm to the competitive position of the person, firm, partnership, corporation, or to the organization from which the information was obtained.

2. By designating a document, thing, material, testimony or other information derived therefrom as "Confidential," under the terms of this order, the party making the designation is certifying to the court that there is a good faith basis both in law and in fact for the designation within the meaning of Federal Rule of Civil Procedure 26(g). This Order creates no entitlement to file Confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal. Confidential documents shall be so designated by stamping copies of the document produced to a party with the legend "CONFIDENTIAL." Stamping the legend "CONFIDENTIAL" on the cover of any multipage document shall designate all pages of the document as confidential, unless otherwise indicated by the producing party.

1 3. Testimony taken at a deposition, conference, hearing or trial may be designated as
2 confidential by making a statement to that effect on the record at the deposition or other
3 proceeding. Arrangements shall be made with the court reporter taking and transcribing such
4 proceeding to separately bind such portions of the transcript containing information designated as
5 confidential, and to label such portions appropriately.

7 4. Material designated as confidential under this Order, the information contained therein,
8 and any summaries, copies, abstracts, or other documents derived in whole or in part from material
9 designated as confidential (hereinafter "Confidential Material") shall be used only for the purpose
10 of the prosecution, defense, or settlement of this action, and for no other purpose.

12 5. Confidential Material produced pursuant to this Order may be disclosed or made available
13 only to the Court, to counsel for a party (including the paralegal, clerical, and secretarial staff
14 employed by such counsel), and to the "qualified persons" designated below:
15 (a) a party, or an officer, director, or employee of a party deemed necessary by counsel to aid in
16 the prosecution, defense, or settlement of this action; (b) experts or consultants (together with their
17 clerical staff) retained by such counsel to assist in the prosecution, defense, or settlement of this
18 action, and, graphics or design services retained by counsel for a party for purposes of preparing
19 demonstrative or other exhibits for deposition, hearings or other proceedings in this action; (c)
20 court reporter(s) employed in this action; (d) a witness at any deposition or other proceeding in
21 this action; and, (e) any other person as to whom the parties in writing agree. Prior to receiving
22 any Confidential Material, each "qualified person" shall be provided with a copy of this Order and
23 shall execute a nondisclosure agreement in the form of Attachment A, a copy of which shall be
24 provided forthwith to counsel for each other party and for the parties.

27 6. The parties may further designate certain discovery material or testimony of a highly
28 confidential and/or proprietary nature as "CONFIDENTIAL--ATTORNEY'S EYES ONLY"

1 (hereinafter "Attorney's Eyes Only Material"), in the manner described in paragraphs 2 and 3,
2 above. Attorney's Eyes Only Material, and the information contained therein, shall be disclosed
3 only to the Court, to counsel for the parties (including the paralegal, clerical, and secretarial staff
4 employed by such counsel), and to the "qualified persons" listed in subparagraphs 5(b) through (e)
5 above, but shall not be disclosed to a party, or to an officer, director or employee of a party, unless
6 otherwise agreed or ordered. If disclosure of Attorney's Eyes Only Material is made pursuant to
7 this paragraph, all other provisions in this order with respect to confidentiality shall also apply.
8

9 7. Nothing herein shall impose any restrictions on the use or disclosure by a party of material
10 obtained by such party independent of discovery in this action, whether or not such material is also
11 obtained through discovery in this action, or from disclosing its own Confidential Material as it
12 deems appropriate.
13

14 8. In the event that any Confidential Material is used in any court proceeding in this action, it
15 shall not lose its confidential status through such use, and the party using such Confidential
16 Material in any court proceeding in this action shall not be required to seek an order from the court
17 providing that Confidential Material be filed with the court under seal but the party who
18 designated the material as Confidential Material may seek such an order in accordance with Civil
19 Local Rule 79-5, which sets forth the procedures that must be followed and reflects the standards
20 that will be applied when a party seeks permission from the court to file material under seal.
21

22 9. This Order shall be without prejudice to the right of the parties (i) to bring before the Court
23 at any time the question of whether any particular document or information is confidential or
24 whether its use should be restricted or (ii) to present a motion to the Court under FRCP 26(c) for a
25 separate protective order as to any particular document or information, including restrictions
26 differing from those as specified herein. This Order shall not be deemed to prejudice the parties in
27 any way in any future application for modification of this Order.
28

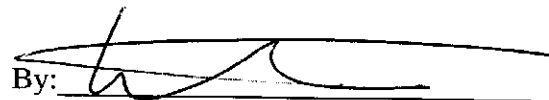
1 10. This Order is entered solely for the purpose of facilitating the exchange of documents and
 2 information between the parties to this action without involving the Court unnecessarily in the
 3 process. Nothing in this Order nor the production of any information or document under the terms
 4 of this Order nor any proceedings pursuant to this Order shall be deemed to have the effect of an
 5 admission or waiver by either party or of altering the confidentiality or nonconfidentiality of any
 6 such document or information or altering any existing obligation of any party or the absence
 7 thereof.
 8

9 11. This Order shall survive the final termination of this action, to the extent that the
 10 information contained in Confidential Material is not or does not become known to the public, and
 11 the Court shall retain jurisdiction to resolve any dispute concerning the use of information
 12 disclosed hereunder. Upon termination of this case, counsel for the parties shall assemble and
 13 return to each other all documents, material and deposition transcripts designated as confidential
 14 and all copies of same, or shall certify the destruction thereof.
 15

16 IT IS SO STIPLUATED:
 17

18 RUBINSTEIN LAW GROUP
 19 A Professional Law Corporation
 20

21 Dated: August 24, 2005
 22

23 By: 
 24

25 Yano L. Rubinstein, Esq.
 26 Attorneys for Defendant Norman McIntosh
 27 and Defendant and Counterclaimant
 28 NJ Pursuits, Inc.

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Attachment A

NONDISCLOSURE AGREEMENT

I, [name] do solemnly swear that I am fully familiar with the terms and have received a copy of the Stipulated Protective Order entered in Moorthy, Riggs & Associates v. McIntosh, et al. and related counterclaim, United States District Court for the Northern District of California, Civil Action No. C-04-5115 CW, and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

DATED: _____

By: _____
Name: _____